

Exhibit B
CITY OF SAN MATEO
RESOLUTION NO. 87 (2024)

**APPROVING AMENDMENTS TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF SAN MATEO AND THE POLICE SERGEANT'S ASSOCIATION UNIT AND A SUPPLEMENTAL
BUDGET APPROPRIATION**

WHEREAS, the amendments are related to salary, term, other pays and miscellaneous language changes relating to departmental operations, and language clarity for the unit; and

WHEREAS, the parties have met and conferred, and have reached tentative agreement to amend the Unit's MOU; and

WHEREAS, the Unit has ratified the Tentative Agreement; and

WHEREAS, an appropriation of additional General Funds to the Fiscal Year 2024-25 Police Department operating budget is necessary to fund the negotiated increases.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN MATEO, CALIFORNIA, HEREBY RESOLVES that:

1. This Tentative Agreement is not a project subject to CEQA, because it is a government fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. (CEQA Guidelines Section 15378(b)(4).)
2. The amendments to the Memorandum of Understanding for the Police Sergeant's Association, set forth in the Tentative Agreements attached as Exhibit A, are approved and summarized as follows:

Term: The contract will be for a period of two and a half years, expiring on January 3, 2027.

Salary: The bargaining unit will receive a 3.0% salary increase and an additional 1.0% increase for additional community-based training requirements implemented by the Department, effective the pay period including January 5, 2025. The bargaining unit will receive a 3.0% salary increase and an additional 2.0% for community-based training requirements implemented by the Department, effective the pay period including January 4, 2026.

Educational Incentives: Effective the first full pay period following Council adoption of this agreement, members who possess a POST Advanced Certificate are eligible for a 9% differential of base pay and members who complete the California POST Sherman Block Supervisory Leadership Institute training program are eligible to receive a 4% differential of base pay.

Duty Differentials: The bargaining unit will be eligible for new duty differentials effective the first full pay period following adoption including a five (5%) work differential for Field Training Sergeant Premium, a five (5%) differential for Traffic Detail Premium, and a half percent (.5%) differential for Supervisor Premium when assigned to at least two specific supervisory assignments.

Other: There are language changes relating to departmental operations and housekeeping language that amend some of the terms and conditions of the contract.

3. A supplemental budget appropriation of available fund balance in the General Fund of \$100,000 for the Police Department's 2024-25 operating budget is authorized to accommodate the negotiated increases.

RESOLUTION NO. 87 (2024) adopted by the City Council of the City of San Mateo, California, at a regular meeting held on September 16, 2024, by the following vote of the City Council:

AYES: Council Members Diaz Nash, Newsom, Loraine, Hedges and Lee
NOES: None
ABSENT: None

ATTEST:



Martin McTaggart, City Clerk



Lisa Diaz Nash, Mayor

EXHIBIT A

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CITY OF SAN MATEO and POLICE SERGEANT'S ASSOCIATION

2024 MOU NEGOTIATIONS

TENTATIVE AGREEMENT

Article 12 – Salaries

A. Salary Adjustment

The term compensation includes base salary and Above-Market Median Pay (Section B). Successful employee performance is a key factor in determining compensation. Employees with an overall performance rating of satisfactory or better will receive increases in base salary.

1) Compensation Increases During the Term of this Agreement

Effective the pay period of **January 5, 2025**, Police Sergeants will receive an across the board increase of ~~three~~**four** percent (**34.0%**), plus an additional one percent (1%) increase in recognition of additional community-based training requirements implemented by the Department.

Effective the pay period of **January 4, 2026** all represented classifications will receive an across the board increase of ~~four~~**five** ~~three~~ percent (**43%**), plus an additional two percent (2%) increase in recognition of additional community-based training requirements implemented by the Department.

2) Salary Alignment

The salary range for Police Sergeants will be maintained at 20% higher than the salary range for the classification of Police Officer.

E. Compensation Survey

During the term of this MOU, the parties agree to a limited reopener for the purposes of reviewing the comparable city requirements.

The parties will commence meeting no later than thirty (30) days following the City's notice to the Association of the intent to reopen.

Article 14 - Base Pay and Premium Pay Calculation

The annual hourly factor used to calculate the hourly rate for premium pay is two thousand and eighty (2,080) hours. Base salary shall be predicated on two thousand and eighty (2,080) hours. The hourly rate is used to determine the following premium pay benefits:

Motorcycle Patrol Unit

Educational Incentive

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Bilingual
Overtime Pay
Out of Class Pay
Police Administrative Sergeant
Support Services Sergeant
Traffic Detail

Standby
Vacation Buy-Back
Detective Division
Youth Services Unit
Gang Detail Unit
Field Training Sergeant

Article 15 – Overtime

15.1 Definitions

Regular overtime is authorized time worked by an employee in excess of his or her regularly scheduled tour of duty. **For purposes of determining eligibility for overtime compensation, any absence with pay shall be considered as time worked, however sick leave will not be considered as time worked if after receiving notice of upcoming mandatory overtime, the employee calls in sick on their regular shift between time of notice and the upcoming mandatory overtime that occurs in the same pay period as the notice of such mandatory overtime. In such circumstances, the employee would be paid at the regular rate of pay for those hours of the mandatory overtime shift equal to the number of sick leave hours utilized by the employee.**

Call back time is authorized time worked by an employee when he or she is contacted outside of his or her regular working hours and is requested to report to duty. Call back, within the meaning of this Section, means an unpredictable or unavoidable occurrence at unscheduled intervals requiring immediate action and not set contiguous with the employee's regularly scheduled shift.

Article 16 – Duty Differentials

16.3 Other Duty Differentials

A. A five percent (5%) work differential will be paid to those Police Sergeants assigned as follows:

- Detective Division Premium Pay – special compensation paid sergeants who are routinely and consistently assigned to the investigative division including when assigned full-time to an outside Task Force;
- Gang Detail Assignment Premium – special compensation paid to sergeants in the Crime Reduction Unit (CRU) who are routinely and consistently assigned to enforce laws relating to a group of individuals banded together for unlawful activities including when assigned full-time to an outside Task Force;
- Motorcycle Patrol Unit Premium - special compensation paid to sergeants routinely and consistently assigned to operate and/or patrol on motorcycle;
- Police Administrative Sergeant Premium - compensation to rank and file police officers who are routinely and consistently assigned to police administration to provide support for the police chief and command staff in the operation of the police department;
- Support Services Sergeant; ~~and~~

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- Youth Services Unit;
- Field Training Sergeant Premium - special compensation paid sergeants who are routinely and consistently assigned to oversee the training of employees; and-
- Traffic Detail Premium - special compensation paid sergeants assigned to Traffic Detail who are not routinely and consistently assigned to operate and/or patrol on motorcycle.

B. Supervisor Premium – employees assigned to at least two (2) of the following assignments shall receive a one-half percent (0.5%) special compensation:

- CSO Supervisor – 2 position limit
- Community Policing Through Environmental Design (CPTED) Supervisor – 2 position limit
- Use of Force Supervisor – 1 position limit
- Defensive Tactics Supervisor – 1 position limit
- Digital Forensics Supervisor – 1 position limit
- Active Shooter Supervisor – 2 position limit
- Range Supervisor - 2 position limit
- Taser Supervisor – 1 position limit
- Virtual Reality Supervisor – 1 position limit
- Honor Guard Supervisor – 1 position limit
- SWAT/HNT Supervisor (Team Leaders and Assistant Team Leaders Only)
- Peer Support Supervisor – 1 position limit
- First Aid Supervisor – 1 position limit
- UAS (Drone) Supervisor – 2 position limit
- Mobile Field Force Supervisor – 2 position limit
- Canine Supervisor – 1 position limit
- StarChase Supervisor – 1 position limit
- FLOCK Supervisor – 1 position limit
- FTO Supervisor – 2 position limit
- Specialist Supervisor – 2 position limit

Article 18 - Educational Incentive Pay

Police Sergeants with an Intermediate P.O.S.T. certificate are eligible to receive a four and one half percent (4.5%) differential of base pay as educational incentive pay during the term of this Agreement.

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Police Sergeants with an Advanced P.O.S.T. certificate are eligible to receive an ~~eight~~ **nine** percent (~~8~~**9**%) differential of base pay as educational incentive pay during the term of this Agreement.

These incentive levels are not cumulative. Employees will be paid the differential for the highest level attained.

Police Sergeants who complete the California P.O.S.T. Sherman Block Supervisory Leadership Institute training program are eligible to receive a ~~three~~ **four** percent (~~3~~**4**%) differential of base pay as educational incentive pay during the term of this Agreement. This differential is in addition to any Intermediate or Advanced P.O.S.T. Certificate educational incentive pay.

Article 19 – Holidays

19.2 Holiday Factor and Differential

Employees cannot always take holidays when they fall. Effective June 26, 2022, employees shall not accrue paid leave for the City’s designated holidays. In recognition of this, employees shall receive holiday-in-lieu pay at the rate of 5.0% of base pay each pay period.

Remaining accrued holiday balances shall be used by the last pay period in May 2023. Holiday leave will not be reportable to CalPERS after the pay period ending June 26, 202~~2~~**4**.

Article 20 - Annual Leave Program

- A. Leave Programs Being Replaced. The Annual Leave Program first became effective January 2, 1983, and replaced existing vacation and sick leave programs.
- B. Paid Leave Benefits. Paid leave benefits under the Annual Leave Program will be as follows:

| <u>Years of Service</u> | <u>Paid Leave Hours</u> | <u>Biweekly Accrual</u> |
|----------------------------------|-------------------------|---------------------------------|
| 1 through 3 years | 136 hours | 5.2 4 3 hours |
| 4 through 9 years | 176 hours | 6.77 hours |
| 10th year | 184 hours | 7.08 hours |
| 11th year | 192 hours | 7.3 9 8 hours |
| 12th year | 208 hours | 8.00 hours |
| 13th through 23rd years | 228 hours | 8.77 hours |
| 24 th year and beyond | 248 hours | 9.54 hours |

Article 22 - Vacation Leave

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22.2 Vacation Allowance

Police Sergeants are entitled to an annual paid vacation after completion of continuous service with the City as follows:

| <u>Minimum Continuous Service</u> | <u>Vacation</u> | <u>Biweekly Accrual</u> |
|-----------------------------------|-----------------|--------------------------|
| 1 through 3 years | 88 hours | 3.3 98 hours |
| 4 through 9 years | 128 hours | 4.9 32 hours |
| 10th year | 136 hours | 5.2 43 hours |
| 11th year | 144 hours | 5.54 hours |
| 12th year | 160 hours | 6.16 hours |
| 13th through 23rd years | 180 hours | 6.93 hours |
| 24th year and beyond | 200 hours | 7. 7069 hours |

Article 31 - Health Insurance

The City shall make contributions on behalf of those employees eligible for Group Medical Coverage or Medicare Part B under the various plans available to the City in the amounts necessary to a maximum contribution of \$160.00 per employee per month **or not less than what is provided under the Public Employees' Medical Hospital Care Act ("PEMHCA") as prescribed by Government Code Section 22892, whichever is greater.** The City shall make available to eligible current and retired employees, benefits substantially equal to the State Employees' Medical and Hospital Care Act or may insure directly or may self-insure. If, during the term of this agreement, a health plan is mandated by the Federal Government, the City and the Association agree to open negotiations on the subject of possible modification of the health plan only. It is understood that in case of such mandated health plan, the City shall be liable for up to the mandated cost or the amounts specified above, whichever is higher.

Article 38 - Optional City Contribution/Flexible Benefit Plan

It is understood that during the term of this contract, the City may seek expert opinion as to the parameters of this program and all contributions to flexible benefit money are contingent upon compliance with state and federal rules and regulations. The Parties agree to meet and confer regarding a replacement provision if any part of this structure is found to be noncompliant.

Single Coverage:

For employees choosing Single coverage, the employee's monthly flexible benefit money distribution will cover 100% at the Single Party level for the Kaiser Bay Area plan covering Bay Area health care providers offered under the PEMHCA contract.

Two Party Coverage:

For employees choosing 2-Party coverage, the employee's monthly flexible benefit money distribution will cover 90% at the 2-Party level for the Kaiser Bay Area plan covering Bay Area health care providers offered under the PEMHCA contract.

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Family Coverage:

For employees choosing Family coverage, the employee's monthly flexible benefit money distribution will cover 90% at the Family level for the Kaiser Bay Area plan covering Bay Area health care providers offered under the PEMHCA contract.

Employees who waive health insurance entirely shall receive \$160.00 per month **or not less than what is provided under the Public Employees' Medical Hospital Care Act ("PEMHCA") as prescribed by Government Code Section 22892, whichever is greater** as part of their salary. Police Sergeants MOU 2021-2024 Flexible benefit money for part-time merit workers working less than 40 hours per week shall be prorated. Any workers exceeding 40 hours per week will not be given any additional pool money.

PEMHCA Minimum:

The City's maximum, monthly contribution for each eligible, active employee and retired annuitant for the purchase of medical insurance will be equal to the minimum monthly employer contribution required under PEMHCA. Any increases to the PEMHCA minimum will result in a corresponding decrease in the amount of the additional City contribution, so that the total maximum City contribution never exceeds the amount listed in the Maximum City Contribution listed above.

Article 48 –Termination of Agreement

This Agreement shall terminate at ~~11:59 p.m. on June 22, 2024~~ **as of the close of business at midnight, January 3, 2027.**

The existing and unmodified rules, regulations, resolutions, or ordinances relating to wages, hours and conditions of employment not covered in this Agreement for employees in this Unit shall remain unchanged for said period unless such changes are the result of meeting and conferring as required by law.

For the Sergeants:


Peter Hoffmann

For the City:


Stacey Cue

Date: 9/10/24

Date: 9/10/24